

McMANIMON, SCOTLAND & BAUMANN, LLC

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Attorneys for Anthony Sodono, III, Temporary Receiver

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

COMMODITY
COMMISSION,

FUTURES

TRADING

Plaintiff,

v.

TRADERS GLOBAL GROUP INC., a New Jersey corporation, d/b/a “My Forex Funds”; TRADERS GLOBAL GROUP INC., a Canadian business organization; and MURTUZA KAZMI,

Defendants.

Civil Action No. 3:23-cv-11808-ZNQ-TJB

Return Date: December 4, 2023

CERTIFICATION OF SARI B. PLACONA, ESQ., IN SUPPORT OF MOTION TO APPROVE INTERIM FEES AND EXPENSES THROUGH OCTOBER 31, 2023, TO McMANIMON, SCOTLAND & BAUMANN, LLC, COUNSEL TO TEMPORARY RECEIVER

SARI B. PLACONA, ESQ., of full age, hereby declares under penalty of perjury, as follows:

1. I am an attorney at law of the States of New Jersey and New York and a partner with the firm of McManimon, Scotland & Baumann, LLC (“MS&B”).
2. By order dated September 13, 2023, the Court approved the retention of MS&B as counsel to Anthony Sodono, III, Temporary Receiver for Traders Global Group Inc., a New Jersey corporation, d/b/a “My Forex Funds”; Traders Global Group Inc., a Canadian business organization; and Murtuza Kazmi. A copy of such order is attached as **Exhibit A.** [Doc. No. 35]

3. I make this certification in support of an allowance of fees and reimbursement of expenses for the period through October 31, 2023 (the “Fee Period”).

4. MS&B shows that annexed as **Exhibit B** is its inhouse computer printout itemizing all services performed during the Fee Period. As shown on such exhibit, MS&B has devoted 450.10 hours to this matter during the Fee Period, having a value of \$214,446.50.

9. MS&B further shows that also as reflected on annexed **Exhibit C**, it has incurred out-of-pocket expenses in the amount of \$1,804.33 during the Fee Period.

10. During the Fee Period, MS&B performed a wide variety of legal services in connection with this matter during the Fee Period including, but not limited to, the following:

- (a) Advised the Temporary Receiver with respect to his powers and duties;
- (b) assisted the Temporary Receiver to conserve, hold, and manage receivership assets and perform acts necessary or advisable to preserve the value of those assets in order to prevent any irreparable loss, damage, or injury to consumers including, but not limited to, obtaining an accounting of the assets and preventing the transfer, withdrawal, or misapplication of assets;
- (c) reviewed Plaintiff’s initial moving papers including complaint and supporting exhibits (44);
- (d) attended and participated in court hearings;
- (e) multiple daily communications with Plaintiff and counsel to Defendants (the “Parties”);
- (f) conferred with Special Counsel and Temporary Receiver in connection with Canadian proceedings and jurisdiction;
- (g) conferred with Special Counsel and Temporary Receiver in connection with access and control of crypto currency accounts maintained by the Defendants;
- (h) attended and participated in multiple calls with the Parties;
- (i) conferred and coordinated with Special Counsel and Temporary Receiver in connection with the action commenced by the Ontario Securities Commission (“OSC”) and asset identification and collection;

(j) communicated with Defendants' counsel regarding insurance, accessing accounts and two-factor authentications, websites, Stripe chargebacks, living expenses, retainer paid to counsel, and service of subpoenas;

(k) communicated with the Temporary Receiver and Special Counsel in connection with regulatory and other proceedings pending in Canada, including coordinating with OSC and others concerning the consent order with Stripe, Inc. [Doc. No. 79], to address urgent chargeback issues;

(l) communicated with GoDaddy in connection with Defendants' websites;

(m) coordinated with IT personnel regarding Defendants' websites and establishing website for Temporary Receiver;

(n) communicated with Temporary Receiver, Special Counsel, and Confirmo, a Slovakian based cryptocurrency payment-processing company, to secure and safeguard more than \$3 million in estate property;

(o) communicated with Temporary Receiver, Special Counsel, and Coinbase in connection with establishment of a digital "wallet" for Temporary Receiver to take possession of and/or monetize cryptocurrency with an estimated value of more than \$16 million;

(p) reviewed multiple court filings including, but not limited to, extensions of the SRO, Defendants' motion to modify the SRO, Plaintiff's motion for contempt, and declarations of Defendants' counsel;

(q) reviewed and monitored creditor complaints and compiled list of same; and

(r) performed such other legal services for the Temporary Receiver as necessary and appropriate.

11. To the best of my knowledge, information, and belief, all fees and expenses requested in the attached billing statements are true and correct and comply with the CFTC Billing Instructions.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements is false, I am subject to punishment.

Dated: November 9, 2023

/s/ Sari B. Placona
SARI B. PLACONA